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WOODCLIFF LAKE CONTRACT

SCHOOL YEAR 1988-1990

between

WOODCLIFF LAKE BOARD OF EDUCATION

and

WOODCLIFF LAKE PRINCIPALS AND SUPERVISORS ASSOCIATION

* July 1, 1988 - June 30, 1990

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PREAMBLE

This Agreement entered into this ____ day of _____, 1988 by and between the Board of Education of Woodcliff Lake, the Borough of Woodcliff Lake, New Jersey, hereinafter called the "Board", and the Woodcliff Lake Principal and Supervisors Association, hereinafter called the "Association". This Agreement shall be effective as of 7/1/88 and extend to 6/30/90.

ARTICLE I
MEMBERSHIP

A. Unit Membership

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all principals, whether employed or to be employed by the Board.

B. Definition

For purposes of clarity, the following term crucial to the interpretation of this contract is defined below:

Employee - When used hereinafter in the Agreement, this term shall refer to all professional supervisory employees represented by the Association in the negotiating unit as above defined, and reference to "males" shall include females. All other school district job titles or classifications presently in existence or created in the future are specifically excluded from membership in this bargaining unit.

ARTICLE II
NEGOTIATION PROCEDURE

A. Successor Agreement

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act in accordance with the rules of the Public Employment Relations Commission.

B. Negotiating Team Authority

Any tentative agreement reached between the regular committee of the Board and Association shall be subject to approval by a majority vote of the full Board at a public meeting and a majority vote of the Association.

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this Agreement.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is an appeal regarding the terms and conditions of employment of a principal or principals. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

- a) The failure or refusal of the Board to renew a contract of a nontenured principal, or a principal not renewed in a nontenured position.
- b) In matters where the Board is without authority to act.
- c) In matters which the Public Employment Relations Commission determines that the subject matter of the grievance involves a nonnegotiable prerogative of management.

2. Aggrieved Person

The term "aggrieved person" is the person or persons or the Association making the complaint.

3. Party in Interest

The term "party in interest" is the person making the

claim and any person, including the Association, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting principals. The parties in interest and their representatives agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One - Superintendent

A principal with a grievance shall, not later than ten (10) school days following the occurrence thereof, discuss the matter orally with the Superintendent with the objective of resolving the matter informally. If the aggrieved person is not satisfied with the disposition of his/her grievance he/she may present his/her grievance in writing to the Superintendent within

ten (10) school days after the original discussion, who will render his/her written decision to the aggrieved person no later than the fifth school day after receipt of the grievance.

The original written grievance shall contain the following elements:

- a) Specific statements of the facts of the grievance.
- b) The alleged violation under the definition "grievance" in this contract.
- c) The reasons for dissatisfaction with the prior administrative decision or its response.
- d) The relief sought.

3. Level Two - The Board - Final Authority

In the event the aggrieved person shall wish to appeal from the decision of Level One, he/she shall within ten (10) school days file with the Secretary of the Board of Education a notice of his/her appeal stating specifically the grounds for the grievance, a copy of the original grievance and the nature of the relief sought. The Board Secretary shall, upon receipt of such an appeal, notify the Board, and the Board shall, within ten (10) school days thereafter, fix a time and place of hearing.

At said hearing the presence of the aggrieved person and/or his/her representative shall be required. The Board and

the aggrieved person may require the presence of witnesses and necessary records. Within ten (10) school days after the hearing, a determination shall be made and all parties in interest shall be notified in writing of the determination. The Board's decision shall be final, subject to further provisions of this Agreement.

If the Board shall have denied the relief sought in four bona fide grievances arising from different occurrences during the life of this Agreement and the grievant in each case shall have so stated in a notice addressed to the Board within ten (10) days of each such determination, then the fifth and each subsequent grievance shall be handled as follows:

- a) Either of the parties to this Agreement may, within ten (10) days after notice of the Board's determination, request of the Public Employment Relations Commission a list of five arbitrators to serve as Advisory Arbitrator for the grievance in question.
- b) The parties shall alternately strike a name from the list supplied by the Public Employment Relations Commission and the remaining name shall be appointed as the Advisory Arbitrator.
- c) The Arbitrator's function shall be to render an advisory opinion as to the right of the grievant to the relief sought.

- d) The Arbitrator's advisory decision shall be in writing and shall set forth the Arbitrator's findings of fact and conclusions, together with the reasoning by which such conclusions were reached.
- e) The costs for the services of the Arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the cost.
- f) After review and consideration the Board shall accept or reject the advisory decision of the Arbitrator at its next regular meeting and shall notify the aggrieved party of its decision in writing, within five (5) days of its decision.
- g) If, during the life of this Agreement, the Board rejects two (2) Advisory Arbitrator's decisions, then the decision of the Arbitrator in the third, and each subsequent grievance shall be binding and conclusive on both parties. The procedure set forth in paragraphs (a) through (e) of this Article shall govern the binding arbitration, except that all references to advisory arbitration contained therein shall refer instead to binding arbitration.
- h) In no event, whether the arbitration be advisory or

binding, shall the Arbitrator have authority to modify, alter, amend or add to the terms of this Agreement.

4. Inaction by anyone other than aggrieved person(s) at levels one and two for the period specified for action shall be a basis for moving to the next level.

5. Inaction by the aggrieved person(s) within the time period specified for action at any level shall mean abandoning of the grievance and the matter will be settled on the terms of the last response.

6. During the pendency of any grievance the grievant and all other principals shall continue to perform all duties and responsibilities as required by the Board and the Administration until the matter has been fully litigated.

D. Rights of Principal to Representation

1. Principal and Association

Rights of any aggrieved person shall be protected as guaranteed by statute.

2. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE IV
PRINCIPAL'S RIGHTS

A. Except as herein provided, public employees shall have, and shall be protected in the exercise of, the right, freely and without fear of reprisal, to form, join and assist any employee organization or to refrain from any such activity.

B. Whenever any principal is required to appear before the Board concerning specific charges which could adversely affect the continuation of that principal's employment or the salary or any increments pertaining hereto, then he/she shall be given prior written notice of the reasons one week before such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of a principal by the Superintendent shall be with pay until charges have been heard by the Board at a formal Board hearing.

C. Adverse criticism by an administrator of a principal shall continue to be made in confidence and not in the presence of students, teachers, parents or other public gatherings.

D. Nothing contained herein shall be construed to deny or restrict to any principal such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to principals shall be deemed to be in addition to

those provided elsewhere in this contract, provided said rights do not limit or interfere in any way with the powers and duties and responsibilities of the Board under applicable law.

E. No discipline or reprimand shall result in reduction of rank, compensation or deprivation of any professional advantage without just cause.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any principal is required to participate by the Board during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.

B. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, at reasonable times on school premises for Association business only, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

C. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the principals.

ARTICLE VI

ASSOCIATION - ADMINISTRATION LIAISON

A. Organization

Recognizing that any agreement entered into by the principals and the Board of Education will be effective in providing for better educational opportunities for children only if properly implemented by way of effective and continuing communication on subjects related to current school practices and problems.

B. Meetings with the Superintendent

The President of the Association and/or his representative(s) shall meet with the Superintendent and/or his representative(s) at the request of either party within seven (7) calendar days of said request, but these meetings shall not exceed one (1) per month unless by mutual consent. These meetings shall be of reasonable length to discuss the areas of concern.

ARTICLE VII
EVALUATION PROCEDURES

A. Copies of Reports

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him. No written evaluation may become part of an employee's personnel file without the employee's signature. Further, each employee shall receive a copy of each written evaluation.

B. Right of Employee to Respond

A conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee, in compliance with N.J.A.C. 6:3-1.21. At such time, the employee is entitled to have his response to the evaluation heard and appended to the evaluation report.

C. It is understood that written evaluations are only one aspect of the overall evaluation of principal's performance.

D. A principal shall have the right, upon request, to review the contents of his/her personnel file and to obtain copies of any documents contained herein. A principal shall be entitled to have a representative of the Association accompany him/her during such a review.

E. No material derogatory to a principal's conduct, service,

character, or personality shall be placed in his/her personnel file unless the principal has had an opportunity to review this material. The principal shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicated agreement with contents thereof. The principal shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

ARTICLE VIII

LEAVES OF ABSENCES

A. Definitions

1. Sick leave shall be defined as stated in New Jersey Statutes, 18A:30-1.

2. Leave of absence shall be defined to mean principal absence from duty because of reasons other than sick leave.

B. Sick Leave

1. A principal shall be allowed fifteen (15) days of accumulated sick leave with full pay under the following conditions:

- a) If a principal has been hired after the school year has commenced or has notified the Board that he/she is either resigning during the school year or taking a leave of absence for a part of the school year and the teacher had not otherwise utilized his/her annual allotment of sick days prior thereto, then sick leave shall be prorated for each month that he/she is employed during the year in question.
- b) Accumulated sick leave not used during any one year will be credited as additional sick leave as needed in subsequent years.

- c) Individuals who utilize all of their accumulative sick leave shall be granted consideration for additional sick leave as defined in 18A:30-1 et. seq.
- d) In accordance with the provisions of Chapter 168 of the Laws of 1967: whenever any principal is absent from his/her post as a result of personal injury caused by an accident arising out of or in the course of his/her employment, there shall be paid to such employee the salary or wages for the period of such absence for a period not exceeding one calendar year. Such absence shall not be charged to the annual sick leave or the accumulated sick leave. The payments herein provided shall be made for absences during the waiting period and during such periods when the principal shall receive or is eligible to receive temporary disability payments under the provisions of Chapter 15 of Title 34 of the Revised Statues.
- e) Any salary or wages payable to any principal under this provision shall be reduced by the amount of any Workmen's Compensation Award made for temporary disability. Whenever payments are made under this section to a principal prior to the time when a temporary award shall have been paid, then the

principal shall pay back to the Board the amount of such temporary disability payment or payments.

- f) Principals shall be given a written accounting of accumulated sick leave no later than September 15 of each school year.
- g) The Board of Education, when it employs any person who has an unused accumulation of sick leave from another school district in New Jersey, may credit such principal, not later than the end of the first year of employment, with up to seventy (70) days of said sick leave (Ref. 18A:30-3.2).
- h) The Board of Education agrees to implement any state legislation so passed regarding unused sick leave for principals.

2. Payment for Unused Sick Leave

- a) Effective on July 1, 1986, any principal who (a) gives notice of retirement pursuant to paragraph B; (b) retires effective on or before the commencement of the next following school year according to the provisions of the Teachers' Pension and Annuity Fund (TPAF) in order to receive immediate benefits and not merely "deferred retirement"; and (c) has fifteen (15) years of service in the Woodcliff Lake School District, shall be eligible for a Sick Leave

Payment (as hereinafter defined) which shall be paid prior to the end of the school year in which the notice is given.

- b) To be eligible for the foregoing benefit a principal must, on or before December 1st prior to retirement, notify the Board of the intention to retire.
- c) The Sick Leave Payment shall be an amount equal to the number of accumulated Sick Leave Days (as hereinafter defined) as of the end of the School Year in which the notice is given multiplied by the Daily Salary (hereinafter defined) for that School Year. In no event shall the Sick Leave Payment for any principal exceed \$10,000.00. The Daily Salary shall be the principal's annual salary for the School Year in which notice is given divided by 200. The number of Sick Leave Days shall be the number of accumulated Sick Leave Days standing to the principal's credit at the end of the School Year in which the notice is given, provided, however, that for this purpose, the maximum number of Sick Leave Days accumulated by a principal for any year shall not exceed ten (10).
- d) All payments shall be subject to withholding of

State and Federal income taxes in accordance with law.

C. Leave of Absence

1. Personal Reasons

a) A principal full time or employed to work more than one half of a regular schedule for a full semester may be granted up to three (3) days of absence without pay deduction as needed for personal reasons for the following specified purposes:

- 1) Marriage of oneself or immediate relative.
- 2) Legal transaction requiring presence.
- 3) Professional examinations.
- 4) Religious holiday.
- 5) Emergency of a personal nature.

b) A principal desiring to use the privilege of absence for one of the reasons in paragraph (a) herein shall apply to the Superintendent, in writing, at least one week in advance of the contemplated absence stating the specific category for such absence. In matters of an emergency nature, he/she must inform the Superintendent as soon as possible. All requests must be approved by the Superintendent.

2. Maternity Leave

- a) A maternity or child rearing leave arising therefrom not to exceed two (2) years shall be granted by the Board to any employee upon written request accompanied by the Superintendent's recommendation.
- b) An employee intending to request maternity leave without pay shall:
 - 1) Apply for leave within twelve (12) weeks of confirmation of her pregnancy by her attending physician stating the commencement date of such leave, and the expected date of her return.
 - 2) Supply the administration with a statement in writing, by her attending physician, attesting her ability to perform her duties satisfactorily and stating the commencing date of such disability.
 - 3) Be granted that leave at any time after sixty (60) days from her application and before the expected date of birth and continuing to a specific date after birth set forth on her application. For continuity, the Board may elect to permit the principal to return only

at the commencement of the school year or at a mutually agreed upon date.

- 4) Supply to the administration a statement in writing by her attending physician attesting to her ability to resume her duties satisfactorily.
- 5) A pregnant principal shall, at her option to be exercised in writing prior to the commencement of her maternity leave, be entitled to accumulated sick leave pay standing to her credit, for that portion of her maternity leave commencing with the date as of which she is disabled by reason of her pregnancy from performing her duties satisfactorily and terminating upon the date of exhaustion of her sick leave credit, or upon the date of termination of her employment, or upon the date she is able to resume satisfactory performance of her duties, whichever of said last mentioned dates shall occur soonest. The dates of commencement and termination of such pregnancy disability shall be determined by the written certification of her attending physician and at the option of the Board, by the written certification of a

physician employed by the Board.

- 6) Upon return to duty, the employee shall be guaranteed a position which is equivalent to the position held at the time her maternity leave became effective, if such a position is available or, if not, to a substantially equivalent position, if available.
- 7) It is understood that a leave of absence for maternity need not be extended to a nontenured principal beyond the end of the contract year in which that leave is obtained. Reappointment shall not be denied on the basis of pregnancy alone.
- 8) No principal shall, on the basis of said leave, be denied the opportunity to substitute in the Woodcliff Lake School District in the area of her certification or competence providing she is certified by her physician to be able to perform her duties.

3. Paternity Leave

- a) A Paternity Leave not to exceed two (2) years shall be granted by the Board to any employee upon written request accompanied by the Superintendent's recommendation.

b) An employee intending to request Paternity Leave without pay shall:

- 1) Apply for leave within twelve (12) weeks of confirmation of the wife's pregnancy by her attending physician and state the commencement date of such leave, and the expected date of return.
- 2) Upon return to duty, the employee shall be guaranteed a position which is equivalent to the position held at the time his paternity leave became effective, if such a position is available or, if not, to a substantially equivalent position, if available.
- 3) It is understood that no paternity leave shall commence within ninety (90) days of school opening.
- 4) For continuity, the Board may elect to permit the employee to return only at the commencement of the school year or at a mutually agreed upon date.
- 5) No principal shall, on the basis of said leave, be denied the opportunity to substitute in the Woodcliff Lake School District in the

area of his certification or competence.

- 6) It is understood that a paternity leave of absence need not be extended to a nontenured principal beyond the end of the contract year in which the leave is obtained.

4. Leave for Adoption

- a) A Leave for Adoption not to exceed two (2) years shall be granted by the Board to any employee upon written request accompanied by the Superintendent's recommendation.
- b) An employee intending to request Leave for Adoption without pay shall:
 - 1) Notify the Superintendent of Schools when the request for adoption has been placed.
 - 2) Submit notification of custody date to the Superintendent of Schools and the Board immediately upon receipt of such date from the adoption agency.
 - 3) For classroom continuity and education, the Board may elect to permit the principal to return only at the commencement of the school year or at a mutually agreed upon date.

- 4) Upon return to duty, the employee shall be guaranteed a position which is equivalent to the position held at the time her Adoption Leave became effective, if such a position is available or, if not, to a substantially equivalent position, if available.
- 5) No principal shall, on the basis of said leave, be denied the opportunity to substitute in the Woodcliff Lake School District in the area of her certification or competence.
- 6) It is understood that an adoption leave of absence need not be extended to a nontenured principal beyond the end of the contract year in which the leave is obtained.

5. Absence for Bereavement

- a) In the case of death of a parent, guardian, brother, sister, wife, husband, child or a relative living in the household as one of the immediate family, a principal shall be granted a leave of absence without loss of pay not in excess of five (5) working days.
- b) In the case of the death of a relative not a member of the immediate family, a principal shall be granted two (2) days of leave.

- c) For the death of a close friend, a principal may be granted one (1) day of leave at full pay.
- d) Leaves under these regulations must be with the approval of the Superintendent of Schools.

6. Other Leaves

Other Leaves of Absence, with or without pay, may be granted by the Board for good reason.

ARTICLE IX
PROFESSIONAL DEVELOPMENT

A. Purpose

The Board and the Association support the principle of continuing professional development.

B. Graduate Courses

1. Eligibility for Courses

The member shall have been a full time member of the professional staff for a period of one (1) full school year prior to enrollment in the course.

2. Approval

To be approved, it must first be determined that a course will enhance the value of the staff member to the school district. The Superintendent shall approve the courses prior to enrollment by each individual.

3. Payment

- a) Proof of successful completion of the courses shall be furnished to the Superintendent and endorsed by him/her before reimbursement is made.
- b) Reimbursement will be 100% of tuition not to exceed \$700.00.
- c) Reimbursement to the Principals will be made as soon as possible after:

- 1) Receipt by the Superintendent of verification of satisfactory course completion.
- 2) Verification that the principal is then a full time employee of the school district.

C. Workshops, Seminars, Conferences, Professional Meetings

1. Approval

The Superintendent will review and decide whether or not to grant approval for workshops, seminars, conferences or professional meetings. A maximum of five (5) days per school year may be granted by the Superintendent to a principal for this purpose.

2. Payment

Reimbursement for registration fees, travel expenses, meals and lodging, where applicable, will be made within thirty (30) days after submitting reimbursement forms.

D. Exclusions

The Board of Education will not reimburse a principal for taking courses which are required for certification in the area for which the principal has been employed.

E. Sabbatical Leave

a) Sabbatical leave of absence of one-half or one school year may be granted a principal after each seven (7) year period of satisfactory service in the district by the Board upon recommendation of the Superintendent.

b) In order to improve the educational program of the Woodcliff Lake School District and stimulate professional growth of personnel, a leave may be granted for formal study, research, writing, travel, exchange teaching or fellowships. Other plans may be considered on an individual basis.

c) It is recognized that a sabbatical leave is a powerful means for improving teaching and supervision.

d) Criteria on which a leave will be recommended by the Superintendent:

- 1) The primary consideration will be the probable benefit to students and the school system. Also, the number of years of service, professional performance, and the equity of distribution among departments will be considered.
- 2) In order to preserve staff efficiency, the number of leaves in a given year should not exceed 3% or the nearest whole number above a fraction from the staff. This is a maximum figure. A lesser number may be recommended by the Superintendent.
- 3) A staff member will receive one-half of the full salary which would have normally been paid if the applicant remained on his/her assignment for a full year's leave. For one-half year's leave, the staff

member will receive full salary for the one-half year of leave.

- 4) A staff member will be reinstated to a substantially equivalent position at the end of the sabbatical leave, with seniority and cumulative sick leave credit. If the sabbatical is for a full year, no increment will be granted; if the leave is for 1/2 year and the staff member works in the district for the other 1/2 year, an increment will be granted, if recommended by the Superintendent.
- 5) At the end of the sabbatical leave a staff member shall return to the district for at least three (3) full years, or repay the salary given him/her on leave, unless such a departure is for retirement on a disability pension.
- 6) Applications should be made in writing to the Superintendent by October, one (1) year preceding the period of leave requested. An outline of the projected program must accompany the application.
- 7) If the Superintendent has evidence that a principal on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he/she shall report this fact to the Board of Education. The Board may terminate the leave of absence, as of

the date of its abuse, after giving the principal an opportunity to be heard.

- 8) A principal eligible for a sabbatical may, instead of taking it while school is in session, elect to take it in two successive summer periods commencing July 1 and terminating August 31. As of August 30 in each of said summer periods, the Board shall pay to the principal a sum equal to one-quarter of the annual salary provided in the salary schedule for that principal during the school year in which the first of said August 30 dates occurs. (For example, if the principal elects a sabbatical for the summer commencing July 1, 1988, and for the summer commencing July 1, 1989, and that principal's annual salary provided in the salary schedule for the 1987-1988 school year is \$12,000.00, the principal will be paid \$3,000.00 as of August 30, 1988, and \$3,000.00 as of August 30, 1989.)

F. The Woodcliff Lake Board of Education agrees to continue to pay for membership in the New Jersey Principals and Supervisors Association for principals.

ARTICLE X

PRINCIPALS' WORK YEAR

Principals will be employed to work twelve (12) months and will be entitled to the following:

- 1) Twenty-three (23) vacation days scheduled with the approval of the Superintendent.
- 2) Holiday schedule as follows:

Independence Day
Labor Day
NJEA Convention (two (2) days)
Thanksgiving Recess (two (2) days)
Last working day before Christmas
Christmas Day
The first working day after Christmas
New Year's Day
Good Friday
Memorial Day
Floating Holidays (six (6) days in the 1988-1989
school year and five (5) days in
the 1989-1990 school year*)

*These days will be determined each year after the school calendar has been established and must be days on which schools are not in session.

- 3) Principals who volunteer to chaperone an overnight activity will be paid at the rate of \$50.00 per night.
- 4) The Board shall confer with the Association for recommendations for preparation of School Calendar.

ARTICLE XI

ADMINISTRATIVE VACANCIES; ASSIGNMENTS

A. Notice of Vacancies

A notice of vacancy in an administrative position shall be sent to each principal. The notice of vacancy shall set forth the position, its qualifications, its duties and the rate of compensation.

B. Principal Request for Change in Assignment

A principal who desires a change in assignments for the following school year may file a written request with the Superintendent prior to February 1st.

C. Assignment

In the evaluation by the Administration of request for voluntary reassignment and/or transfer, the wishes of the individual principal shall be considered.

D. Involuntary Transfer and Assignment

Notice of an involuntary transfer or reassignment for the following school year shall be given to the principals as soon as reasonably practicable.

E. Use of Automobile

All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the rate of \$0.22 per mile.

ARTICLE XII

SALARIES

A. Salary Schedule

Schedule 'A' which is attached hereto sets forth the Salary Schedule for the School Years 1988-1989 and 1989-1990. Said Schedule and Stipulation are hereby made a part of this Agreement.

B. It shall be clearly understood by both parties that the Salary Schedule does not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment adjustment and/or increments. In the event the Board wishes to exercise such a right, it does so under the provisions of 18A:29-14.

C. Notification of Contract and Salary

Employees shall be notified of their contract and/or position status, and, if possible, their salary for the ensuing year no later than April 30. Nothing contained herein shall be construed as preventing the Board from terminating a principal's employment after April 30 if the circumstances warrant such action.

ARTICLE XIII

DEDUCTIONS FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for any or combination of association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9E) and under rules established by the State Department of Education. The person designated shall distribute such monies to the appropriate association or associations.

2. Each of the associations shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Tax Sheltered Annuity

An employee may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of R.S. 18A:66-127 et seq., and the terms of a group contract approved by the Board.

C. Principals electing to have payroll deductions made to East Bergen Teachers Federal Credit Union shall have said deductions mailed to the Credit Union on the day the salary check is issued.

D. The Association shall indemnify and hold the Board, its members, employees and agents harmless, including the reimbursement of reasonable attorneys fees and the costs of litigation, from any and all claims that may arise from this Article.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, political activities or association activities.

B. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any principal benefit existing prior to its effective date.

C. This Agreement incorporates the total understanding of both parties to these negotiations.

D. The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the

public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

E. If any provision of this Agreement or any application of this Agreement to any principal or group of principals is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. Any individual contract between the Board and an individual principal, hereto or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

G. Copies of this Agreement shall be reproduced at the expense of the Board after Agreement with the Association on format within forty-five (45) days after the Agreement is signed. The Agreement shall be presented to all principals now employed, hereafter employed.

H. The Board and the Association agree that the final decision

making authority in respect to the selection or rejection, implementation or abandonment, scope or intensity of any educational structure, change or innovation must necessarily be in a single body and that the Board by statutory mandate has been charged with such responsibility that should not be delegated, except as limited by this Agreement and Chapter 303 of the New Jersey Statutes.

I. The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.

J. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so, in writing, at the following addresses:

1. If by the Association:

Woodcliff Lake Board of Education
Dorchester School
Woodcliff Lake, New Jersey 07675

2. If by the Board:

Woodcliff Lake Principals and Supervisors Association
Dorchester School
Woodcliff Lake, New Jersey 07675

ARTICLE XV

LEGALITY OF AGREEMENT

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

WOODCLIFF LAKE PRINCIPALS AND SUPERVISORS ASSOCIATION

By: *Alfred J. Curran* President

By: *H. Carol Rucardo* Secretary

Date: *12/14/88*

WOODCLIFF LAKE BOARD OF EDUCATION

By: *Phillip A. [Signature]* President

By: *Jeannette Makus* Secretary

Date: *12-20-88*

SCHEDULE A

Salary for 1988-1989 shall be determined by:

- (a) combining the 1987-88 individual salary of the unit's members
- (b) calculating 7% of the combined 1987-88 salary
- (c) dividing the 7% figure into two (2) equal portions
- (d) adding the dollar figure derived in (c) to each member's 1987-88 salary

Salary for 1989-90 shall be on a three-tiered basis:

- (a) Tier One - Service Increase

Each unit member will receive a base salary equal to his/her 1988-89 base salary plus 4.5% of that salary.

- (b) Tier Two - Good Performance Increase

Each unit member may receive an additional increase of 2.5% of his/her 1988-89 base salary should his/her performance warrant such an increase. Said increase, if granted, will be determined by December 31, 1989 and shall be retroactive to July 1, 1989.

(c) Tier Three - Outstanding Performance Increase

Each unit member may receive an additional increase of 1.2% of his/her 1988-89 base salary should his/her performance warrant such an increase. Said increase, if granted, will be determined by April 30, 1990 and shall be retroactive to July 1, 1989.

- (d) The Superintendent of Schools and the members of the Bargaining Unit will cooperatively develop the criteria to be applied by the Superintendent in making his recommendations regarding additional compensation for "Good" and "Outstanding" performance increases. Said criteria will be completed by January 31, 1989.

SCHEDULE B
INSURANCE PROTECTION

A. Health Insurance

At the beginning of each school year, the Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each principal and in cases where appropriate for Family Plan insurance coverage. The Board shall make payment for insurance premiums to provide insurance coverage for the full twelve (12) month period to insure uninterrupted participation and coverage.

1) The Board, at its own expense, will maintain a Major Medical Expense Policy for all employees and their families, provided said employee is employed for twenty (20) hours per week.

2) The Board, at its own expense, will maintain a Hospital-Medical Surgical Plan for all employees and their families, provided said employee is employed for twenty (20) hours per week or more.

3) The above insurances should be in accordance with the New Jersey State Plan.

B. Dental Plan

The Board shall continue dental insurance for principals as previously provided.